

## **Issue Date: 7 May 2013**

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**TO: Quoters**

**FROM: US DOI, BIA**

**Attn:**

**Kelly Lael**

Contracting Officer

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### **Request for Quote (RFQ) for: NAGPRA Compliance Support (Nevada)**

Quotes must be received no later than 1400 hours (EST) May 17, 2013. The quotes may be mailed, hand delivered or submitted by email. *Email submission is preferred.* All correspondence shall identify the RFQ number A13PS00. The quote shall include the quoter's DUNS and TIN numbers. If the quoter's ORCA are current quoters need not submit a signed copy of 52.212-3 (see p.10).

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#### **RFQ Schedule:**

Issuance: 7 May 2013

Questions: Shall be submitted in writing by 1500 (EST) 9 May 2013

Answers: Released by the government 10 May 2013

Quotes due: 1400 (EST) 17 May 2013

# REQUEST FOR QUOTE INSTRUCTIONS

The BIA invites the quoter to submit a firm-fixed price quote for the requirement: **NAGPRA Compliance Support (Nevada)**. The quoter shall submit 2 copies of the technical quote as a separate part of the total quotation package (not included with the price quotation). If e-mailed 1 copy is sufficient. The quoter shall organize the quote in two sections. Price shall be a separate document from the technical package.

## **Section 1 - Cover Letter, Table of Contents and Technical Factor**

- (1) Technical Approach
- (2) Past Performance
- (3) Personnel Qualifications

## **Section 2 – Price Factor**

- (1) Price Quote

The first page of the technical plan and the price quote shall each indicate the title: **NAGPRA Compliance Support (Nevada)**.

Font size for the quote shall be at least 12 point. Page margins shall be 1 inch, single column style. Quoters shall limit their responses to 15 pages or less including tables, graphics, appendices, resumes, cover letter, and table of contents.

## **1. Technical Factor**

The quoter shall include the following in its quote:

**a) Technical Approach:** The quoter shall describe its Technical Approach and plan for accomplishing the work described in the Statement of Work (SOW). The plan shall specifically include a proposed schedule, proposed materials and approach. The plan shall include an estimated number of hours per task and itemized price per task and labor category. The contractor shall include a sample proposed report format for task 1.

**b) Past Performance:** The quoter shall submit at least three past performance references for contracts entered into with Federal, state and local governments, Native American tribes and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFQ. If the quoter is not the prime for the reference, this information must be clearly indicated as well as the prime's contact information. Include the following information for each contract:

- (1) Name of contracting activity.
- (2) Contract number.
- (3) Contract title.
- (4) Contract type.

- (5) Brief description of contract or subcontract and relevance to this requirement.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting officer, telephone number, and E-mail address.
- (9) Contracting Officer's Technical Representative, telephone number, and E-mail address.

**c) Personnel Qualifications:** The quoter shall describe their staffing approach and qualifications for personnel including any specialized expertise.

## ***EVALUATION CRITERIA***

Under FAR 12 and 13, the government intends to award a single firm-fixed price purchase order to the successful quoter whose quote conforms to the RFQ, is determined to be the best overall value to the government, price and other factors considered. The government will perform a trade-off analysis of non-price factors against price to determine the best value to the government. Quotes that are unrealistically low will not be considered for award due to the indication the quoter does not understand the complexity and risk to meet contract requirements. The government may award this purchase order based upon initial quotes received without further communication; therefore, the quoter is advised to submit its best approach. Evaluation criteria are listed in descending order of importance with 1 being the most important.

- 1.) **Technical Approach:** Demonstrated technical approach to meeting the project objectives and tasks as stated in the SOW.
  - A. The completeness of the proposal should allow BIA to understand the methods to be used and how the contracting officer's representative (COR) and the tribal customers are integrated into the plan.
  - B. Provides timeline for which the quoter can design a suitable schedule to accomplish the tasks in the given period of performance.
- 2.) **Past Performance:** Each reference will be evaluated:
  - A. To determine the risk of non-performance, defective performance and late performance.
- 3.) **Personnel Qualifications:** the minimum qualifications for personnel are:
  - A. Knowledge of archaeological processes.
  - B. Experience in working with archaeological museum collections.
  - C. Understanding of NAGPRA process and requirements.
  - D. Knowledge of archaeological collections cataloguing.
- 4.) **Price**
  - A. Price will not receive a weighted score rather it will be used to determine a successful quote.

US Department of the Interior, Bureau of Indian Affairs ratings focus on the ability of the quoter to accomplish the tasks outlined in the SOW as well as strengths, weaknesses and risks demonstrated in the quoter's technical plan. Ratings will be assigned to each technical quote by the reviewer(s) based on the criteria above. In the case of more than one reviewer, the ratings will be assigned by consensus.

<b>Adjectival Rating</b>	<b>Description</b>
<b>Exceptional</b>	Greatly exceeds all minimum requirements of the criteria; has a high probability of success; contains no weaknesses or deficiencies.
<b>Good</b>	Exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses and only minor, correctable weaknesses exist.
<b>Acceptable</b>	Meets all the minimum requirements of the criteria; has an average probability of success; no significant weaknesses and any deficiencies can be readily corrected.
<b>Marginal</b>	Fails to meet one or more of the minimum requirements of the criteria; low probability of success; major weaknesses and contains significant number of deficiencies exist.
<b>Unacceptable</b>	Fails to meet any of the minimum requirements of the criteria; proposal needs major revisions; very low probability of success. An unacceptable rating indicates the quote may present some strength, but it also contains significant and important weaknesses that indicate extreme risks of substandard performance.

**Past performance will be evaluated by the following criteria:**

<b>Adjectival Rating</b>	<b>Description</b>
<b>Acceptable</b>	An Acceptable rating indicates that the proposal contains favorable past performance that is relevant to the performance required in the statement of work.
<b>Neutral</b>	A Neutral rating indicates that the quoter does not have relevant past performance information or past performance information is not available.
<b>Unacceptable</b>	An Unacceptable rating indicates that the proposal contains unfavorable past performance that is relevant to the performance required in the statement of work.

## 2. *Price Factor*

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a) **Prices** – The quoter shall use the contract line item format below. Also, see Price Quotation Instructions.

CLIN	Task	# Hrs	Hrly Rate	Price
<b>0001</b>	<b>Complete NAGPRA Inventory</b>			
<b>0002</b>	<b>Handling of NAGPRA Items</b>			
<b>0003</b>	<b>Tribal Consultations</b>			
<b>0004</b>	<b>Repatriate NAGPRA Items</b>			

Total Price: \$\_\_\_\_\_

**Department of the Interior  
Bureau of Indian Affairs  
Division of Environmental and Cultural Resources Management**

Indian Affairs Archeological Collections and Cultural Items Subject to the  
Native American Graves Protections and Repatriation Act (NAGPRA)  
Curated at the Nevada State Museum

**Verification and Preparation of Indian Affairs (IA) Collections Subject to NAGPRA  
Housed at the Nevada State Museum**

**STATEMENT OF WORK**

**Background**

The Indian Affairs (IA) Museum Program is mandated to ensure that IA archaeological collections housed in non-Federal repositories are cared for according to Federal standards, as outlined in 36 CFR Part 79. IA is also responsible for compliance with the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), 25 U.S.C. 3001-3013, for human remains, funerary objects, objects of cultural patrimony, and sacred objects in its collections. The Nevada State Museum (NSM) houses more than 769 cubic feet of archaeological objects on behalf of IA, all recovered from Indian lands. Archaeological material originating from tribal lands and administered by the Bureau of Indian Affairs (BIA) was deposited at NSM as a result of archaeological field work and other projects conducted under the authority of Antiquities Act permits, between 1906 and 1979, prior to the enactment of the Archaeological Resources Protection Act of 1979 (ARPA). NSM has been providing storage for these collections.

Among the BIA collections at the NSM are, at least, 144 sets of human remains and an unknown number of associated funerary objects over which IA asserts control under NAGPRA. No notices have been published and the collections are not in compliance with NAGPRA as required by the statute and its implementing regulations, 43 CFR Part 10. This statement of work is intended to cover the tasks that remain to be done in order to comply with NAGPRA.

**Scope**

The contractor shall locate and inventory all items that came from Indian lands between 1906 and 1979 that are subject to NAGPRA and are in the physical possession of NSM; compile research and prepare NAGPRA inventories; photograph and rehouse items; work with IA staff to conduct consultations with tribes; and prepare NAGPRA items for repatriation to tribes.

**Objectives**

The objectives of this contract are to complete inventories of human remains and associated funerary objects under the control of IA and in the possession of the Nevada State Museum in order to comply with NAGPRA requirements. Following inventory completion, tribal consultations must be held, NAGPRA notices published in the *Federal Register*, and repatriation to affiliated claimant tribes completed.

**Project Tasks**

Under this contract, the contractor shall be responsible for completing four tasks related to the NAGPRA compliance work for IA-controlled collections. All cataloguing work must be completed by using the Interior Collection Management System (ICMS), the database that is required by the Department of the Interior for cataloguing museum collections. A copy of the ICMS software will be provided to the contractor. The tasks include:

**Task 1: Complete inventories of all NAGPRA items in compliance with 25 U.S.C. 3003 and as required by 43 CFR 10.9 and 10.13.**

Review the collections that came from Indian lands to identify all NAGPRA cultural items including human remains and funerary objects. Develop an inventory, as required by NAGPRA, for all human remains and funerary objects. Submit the inventory electronically in ICMS with information to include: site number; date of items; catalog number(s); accession number(s); collection history (collector, source, date excavated, authority, acquisition information); detailed information on human remains and funerary objects (measurements, numbers of individuals and individual remains, types, markings, etc.); and proposed cultural affiliation findings to IA.

**Task 2: Rehousing, photography, and proper storage of NAGPRA items.**

Once the items subject to NAGPRA have been identified, reunite human remains with their associated funerary objects. Photograph all funerary objects. Create a secure storage area for NAGPRA items. Fabricate proper boxes for human remains, funerary objects, and oversized objects, and rehouse all NAGPRA items in preparation for tribal consultations and, ultimately, packaging for transport as part of the repatriation process.

**Task 3: Consultations with tribes as required by 43 C.F.R. 10.5.**

Provide associated documentation for IA-controlled collections to IA. IA will provide documentation to potentially affiliated tribes, and tribes will be given an opportunity to request consultations to take place via conference call, in-person, or via other means in order for traditional religious leaders, tribal officials, and other tribal members to review the NAGPRA items and provide feedback regarding potential affiliation with human remains and funerary objects. The contractor shall work with IA to coordinate and host three in-person tribal consultations at NSM to give tribal representatives physical access in order to review NAGPRA items housed at NSM. Provide final reports and findings from consultations to COR for IA to draft appropriate notices.

**Task 4: Repatriation of NAGPRA items in compliance with 25 U.S.C. 3005 and as required by 43 C.F.R. 10.10.**

Following notice publication and IA's decision on repatriation, prepare NAGPRA items for repatriation to tribes making claims, as directed by IA. Submit documentation to claimant tribes with copies to IA. Prepare items for transport and assist tribes with logistics for repatriating NAGPRA items.

**Deliverables**

Monthly progress reports in Word format, and ICMS files or Excel where data reporting is involved, shall be submitted electronically to the COR. These reports shall include a summary of the work completed to date, hours spent on the tasks by individual staff, research findings, identifying any issues or concerns.

A final report at the completion of the contract shall be submitted to the COR detailing the work completed, any outstanding issues and estimated schedule for continuing any remaining work. In addition, the contractor shall submit to the COR the ICMS files on CD or DVD, NAGPRA inventories, and digital photos for IA collections.

### **Government-Furnished Property, Material, Equipment, or Information**

The government will provide the required museum collections management software, ICMS. This software does not need to be returned. The government will determine cultural affiliation or in the alternative, make determinations that some items are culturally unidentifiable. This information will be provided to contractor in order for contractor to proceed with hosting tribal members for consultations.

### **Security**

Contractor shall safeguard sensitive information pertaining to the collections, the museum facilities, and archaeological sites as required by the Archaeological Resources Protection Act of 1979, 16 U.S.C. §470hh.

### **Special Requirements**

Contractor shall respect the sensitive nature of this project and ensure that human remains, associated funerary objects, and any other NAGPRA items shall be handled with the utmost care and sensitivity and respect shown to tribes and individuals.

### **Location of Work**

All work anticipated under this award will be performed at the Nevada State Museum in Carson City, Nevada, and at affiliated facilities.

### **Period of Performance**

One year from date of award.



## Terms and Conditions

The following clauses are included by reference:

**52.212-1 Instructions to Offerors—Commercial Items (Feb 2012)**

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2012)**

**52.212-4 Contract Terms and Conditions—Commercial Items (Feb 2012)**

The following clauses are included in full text:

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items.**

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items  
(Jan 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_\_\_ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

\_\_\_ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

\_\_\_ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (11) [Reserved]

- \_\_\_ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- \_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- \_\_\_ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- \_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- \_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- \_\_\_ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- \_\_\_ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- \_\_\_ (18) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).
- \_\_\_ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- \_\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- \_\_\_ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_\_\_ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- \_X\_ (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_X\_ (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- \_X\_ (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- \_\_\_ (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).
- \_\_\_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- \_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(iii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- \_\_\_ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (Dec 2007) of [52.223-16](#).
- \_X\_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

— (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

— (ii) Alternate I (Mar 2012) of [52.225-3](#).

— (iii) Alternate II (Mar 2012) of [52.225-3](#).

— (iv) Alternate III (Nov 2012) of [52.225-3](#).

— (41) [52.225-5](#), Trade Agreements (Nov 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

— (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

— (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

— (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

— (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

— X (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

— (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

— (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

— (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

— (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

— (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495).

— (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **52.217-8 Option to Extend Services. (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

(End of clause)

### **CONTRACTING OFFICER'S AUTHORITY:**

The contracting officer has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United State in its contractual relationships. Accordingly, the contracting officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, **the contracting officer is the only person authorized to approve changes to any of the terms and conditions and requirements under this contract.**

#### **Contracting Officer's Representative (COR)**

The contracting officer may designate in writing other government personnel, known as the COR, to act as his or her technical representative for contract administration functions which do not involve changes to the scope, performance, price, schedule, or terms and conditions of the contract. Specifically, the COR may call meetings with customers, end-users, or clients, inspect and accept deliverables and approve invoices. The COR may provide intermittent technical direction. Technical direction includes:

- Direction to the contractor which assists the contractor in accomplishing the statement of work.
- Comments on and approval or disapproval of reports or other deliverables.

According to FAR 1.602-2, the COR may be personally liable for unauthorized acts. The COR will be identified in the award distribution email.

(end of article)

### **INDIAN PREFERENCE -- DEPARTMENT OF THE INTERIOR (APR 1984)**

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:



(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

(End of clause)

#### **INDIAN PREFERENCE PROGRAM -- DEPARTMENT OF THE INTERIOR (APR 1984)**

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall--

(1) Designate a liaison officer who will:

1. maintain liaison with the Government and Tribe(s) on Indian preference matters;
2. supervise compliance with the provisions of this clause; and
3. administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

1. a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms;
2. a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b));
3. definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract;
4. a representation to be completed by the bidder or offeror that it is an Indian organization or

Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

1. the names and addresses of all Indians seeking employment for each employment position available under this contract;
2. the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract;
3. for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected;
4. actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract;
5. reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and
6. the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

## **Invoices**

Invoices shall be submitted through the Internet Payment Platform.

*Monthly invoices are authorized. Invoices shall be itemized by contract line item and shall include a cumulative draw down from the total contract line item amount and total contract amount.*

***The BIA will return all improper invoices without action.***

(a) Interest on Overdue Payment  
Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act.

(b) Payment due date:

(1) Unless otherwise specified in the contract, payments under this contract will be made on the 30<sup>th</sup> calendar day after the later of

- (i) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- (ii) The date tasks are formally accepted by the Government.

(2) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

Invoices shall be submitted in original to the Government office designated in this contract. ***To constitute a proper invoice, the invoice must include the following information and/or attached documentation :***

- (1) Name of the business concern, invoice number and invoice date;
- (2) Contract number, or authorization for delivery of property or performance of services;
- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms;



- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Other substantiating documentation or information as required by the contract; and,
- (7) Receipts to support all out-of-pocket expenses incurred by the Contractor.

(end of procedure)

#### ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INTERNET PAYMENT PLATFORM (IPP) SEPTEMBER 2011

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following information is required to be submitted as an attachment to the IPP invoice:

Contractor invoices must include all the informational detail required by the Prompt Payment clause, including line item numbers, descriptions, quantities, unit prices, travel with receipts and amounts (as defined in **Invoices** above).

The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

(end of procedure)

#### **Reporting Matters Involving Fraud, Mismanagement, Waste and Abuse**

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in BIA funded programs is encouraged to report such matters to the DOI Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-424-5081**. All telephone calls will be handled confidentially. One may also fill out an online form at <http://www.doi.gov/oig/index.cfm>. Additionally the IG may be contacted through its mailing address:

U.S. Department of the Interior  
Office of Inspector General  
1849 C Street NW - Mail Stop 4428  
Washington, D.C. 20240